

**2013 OE#3 NEGOTIATIONS
CITY PACKAGE PROPOSAL B***

TERM

One Year Term

WAGES

2% general wage increase

OR

Addition of a 2.5% salary step at the top of the salary range for each classification

SAFETY

See Attached (City Proposal #17)

CALL BACK AND STANDBY PAY

See Attached (City Counterproposal to Union Proposal #3 on Calculation of Overtime)

LEAVES OF ABSENCE

As Proposed on April 10, 2013 (City Proposal #14)

DISABILITY LEAVE SUPPLEMENT

As Proposed on April 10, 2013 (City Proposal #13)

SUBSTANCE ABUSE POLICY

As Proposed on April 17, 2013 (City Proposal #18)

SICK LEAVE- CLARIFICATION REGARDING MEDICAL VERIFICATION

As Proposed on May 16, 2013 (City Proposal #15)

SICK LEAVE PAYOUT

As Proposed on May 16, 2013 (City Counterproposal to Union Proposal #5)

FATIGUE TIME

As Proposed on May 16, 2013 (City Counterproposal to Union Proposal #4)

TENTATIVE AGREEMENTS

- Housekeeping - Tentative Agreement Reached on May 1, 2013
- Higher Class Pay - Tentative Agreement Reached on May 22, 2013
- Holidays - Tentative Agreement Reached on May 22, 2013
- Grievance Procedure - Tentative Agreement Reached on May 22, 2013
- Health and Dental In Lieu - Tentative Agreement Reached on May 22, 2013

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REOPENERS

- Notwithstanding any other provision of this Agreement, the parties agree to continue to meet and confer over retiree healthcare benefits and funding upon request of either party. This may include but is not limited to alternatives to reduce the cost of retiree healthcare benefits and options for current employees that comply with IRS regulations. The City and OE#3 shall negotiate in good faith in an effort to reach a mutual agreement. Applicable impasse dispute resolution procedures shall apply.
- Notwithstanding any other provision of this Agreement, the parties agree to meet and confer over retirement benefits upon request of either party in the event that the pension modification ballot measure, also known as Measure B, in part or in whole, is declared invalid or otherwise modified or changed by any court of competent jurisdiction or any other administrative process, or by any applicable State or Federal law or regulation.

Negotiations between the City and OE#3 shall commence within 14 days upon notice from either party that any action referenced in the previous paragraph has occurred. The City and OE#3 shall negotiate in good faith in an effort to reach a mutual agreement. Applicable impasse dispute resolution procedures shall apply.

- Notwithstanding any other provision of this Agreement, the parties agree to meet and confer over active healthcare benefits upon request of either party.

Negotiations between the City and OE#3 shall commence within 14 days upon notice from either party that any action referenced in the previous paragraph has occurred. The City and OE#3 shall negotiate in good faith in an effort to reach a mutual agreement. Applicable impasse dispute resolution procedures shall apply.

- * *This proposal is submitted in an attempt to reach a settlement. In the event the proposal is not accepted, the City reserves the right to modify, amend and/or add proposals.*

CITY PROPOSAL #17 – SAFETY

Article 11 SAFETY

City Proposed Language:

- 11.1 The City shall provide a reasonably safe and healthy working environment in accordance with applicable State and Federal laws and regulations. The Union agrees that where safety devices or protective equipment is required or furnished, its use shall be mandatory.
- 11.2 An employee who believes their work assignment is unsafe or believes a safety violation exists and for that reason refuses to perform such assignment, will first report such unsafe conditions to their immediate supervisor and try and resolve it at that level. The employee may at any time request that a union representative be present for any part of the process. ~~shall be assigned other duties, if other duties are available, and no other employee shall be assigned the work assignment in dispute until after a determination has been made by the City's Safety Officer. If no other duties are available, the employee shall be placed on a leave of absence without pay, pending the above determination. Prior to being placed on such leave, however, the employee may request the presence of the appropriate Union representative.~~
- 11.3 If the employee is not satisfied with the response of the immediate supervisor, the employee may report the unsafe conditions to the Department Director or Designee or the Department Safety Officer and try to resolve it at that level.
- 11.43 If the employee is not satisfied with the response of the Department Director or Designee or the Department Safety Officer, the employee may request that the City make a determination as to the safeness of the work assignment in accordance with Cal/OSHA regulations. If the City is asked to make a determination, an employee will be assigned other duties if other duties are available while an investigation is underway. If no other duties are available, the employee shall be placed on a leave of absence without pay, pending the above determination. No other employee shall be assigned the work assignment in dispute until after a determination is made by the City's designated safety official. The employee's immediate supervisor shall immediately request the City's Safety Officer to make a determination as to the safeness of the work assignment in question. If the assignment is determined to be unsafe, the employee shall be reimbursed for any time lost due to the refusal to perform. If the employee disagrees with the determination of the City's Safety Officer and continues to refuse to perform the assignment, the employee shall be assigned other duties, if such other duties are available, and a prompt request for a determination by the State of California Division of Occupational Safety and Health shall be made. Pending such determination, the assignment shall not be given to another employee. If no other duties are available, the employee shall be placed on a leave of absence without pay, pending the determination of the Division of Occupational Safety and Health. If the assignment is determined to be unsafe, the employee shall be reimbursed for any time lost due to refusal to perform.
- 11.54 No provisions of this Article shall be subject to the grievance procedures of this Agreement. If the Union is not satisfied with the City's determination, the Union can

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request to meet with the Office of Employee Relations to discuss the City's determination. The determination by the Division of Occupational Safety and Health of the safeness or unsafeness of the work assignment shall not be subject to the grievance procedure.

- ~~11.5~~ Upon request of either the employee or the representative of the Division of Occupational Safety and Health, the appropriate Union representative shall be permitted to accompany the City Safety Officer, or the representative of the Division of Occupational Safety and Health, or both, during the inspections of the questioned work assignment. Neither the employee nor the appropriate Union representative shall suffer any loss of compensation for time involved in the inspections of the questioned work assignment during their respective regularly scheduled working hours. In no event shall overtime or premium pay be paid for any time spent in such inspections.
- ~~11.6~~ If an employee's immediate supervisor believes that the employee is unable to safely perform a job assignment because of the employee's physical condition then the supervisor shall arrange for immediate medical evaluation of the employee's condition as it relates to the employee's ability to safely perform assigned duties. The employee shall cooperate with such medical evaluation.

UNION PROPOSAL #3 – CALCULATION OF OVERTIME

City Counterproposal:

- 5.8 Call Back Pay. Any employee who is called back to work after working their scheduled shift and departing from their place of employment shall be credited with overtime for the time worked, or for three (3) hours at the appropriate rate (1.5), whichever is greater. An ~~employee called back to duty shall be entitled to the three-hour minimum call back compensation only once per eight hour shift. For subsequent call backs during the same shift, the employee shall be credited with the time worked or for one-half hour at the appropriate rate, whichever is greater. This section shall apply on either a workday after the employee has departed from their place of employment or on a day off. It shall not apply to scheduled overtime or during a regular shift. Employees who are called back multiple times during a standby shift shall not receive additional pay until the employee has worked a total of three hours, after which time the employee would be eligible for additional pay, but only for actual hours worked.~~
- ~~5.8.1 If an employee completes a 40-hour workweek, the appropriate rate for call back pay is 1.5. If the employee does not complete a 40-hour workweek, the appropriate rate is 1.0. All paid absences shall be deemed time worked for purposes of determining if the employee completed his/her 40-hour workweek.~~
- 5.9 Standby Pay. Employees who are required to perform standby duty shall be credited with one (1) hour compensation at the appropriate rate (1.5) for each eight (8) hour shift ~~they the employee~~ perform standby duty. In the event that the employee is called back to work, they shall be entitled to the compensation provided by Section 5.89 above, in ~~addition to in lieu of the one-hour of standby compensation for that eight (8) -hour shift.~~
- ~~5.9.1 If an employee completes a 40-hour workweek, the appropriate rate for standby pay is 1.5. If the employee does not complete a 40-hour workweek, the appropriate rate is 1.0. Standby pay is not deemed as actual hours worked for the purpose of calculating eligibility for overtime.~~